

Device-as-a-Service Terms | Zelt

Published: January 2025

Definitions

Assigned User means The employee of The Customer who has the device assigned to them within the Zelt platform.

Cancellation Fee means the fee paid by the Customer to Zelt for any Device which is terminated before the end of the Minimum Period.

Cloud Warehousing means a Device storage solution provided by Zelt.

Device means the items ordered by the Customer and all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

Default means any overdue Rental Charges.

Effective Delivery Date means the date on which the device was delivered to the Customer or the Assigned User.

Fair Wear And Tear means the ordinary and natural meaning, which means the natural deterioration of the Equipment because of normal usage, for example, minor scuffs or marks. The following does not count as Fair Wear and Tear: (i) a cracked screen, (ii) dents or scratches, other than small scratches, (iii) rust, (iv) any damage that means that the Device will not turn on or function correctly, (v) water damage, (vi) damage due to being exposed to extreme temperatures, (vii) damage due to exposure to sand or dust, and (viii) damage due to using faulty third party equipment.

Device Agreement means the individual rental agreement for each device a customer rents through Zelt. Framework Agreement means under this Agreement, rental agreements are concluded with the Customer for individual Devices ("Device Agreement").

Minimum Period means the minimum period of hire set out in the Order, which begins from the Effective Delivery Date.

Rental Charge means the monthly rental amount owed by the Customer to Zelt equal to the Rental Price and any other charges incurred as a result of this agreement.

Rental Period means the period of rental, which begins on the effective delivery date and lasts for no less than the Minimum Period. After which it continues on a rolling basis so long as the terms of this Agreement are met.

Rental Price means the monthly price of the Device shown at the point of order, exclusive of VAT.
Requested Delivery Date means the delivery date that was requested by the Customer at the point of order.

Transfer means the collection of a device from an Assigned User and delivery to a new Assigned User.

Updated Delivery Date means the updated delivery date if there is any change to the requested delivery date.
We, Our, Us , Zelt means Zelt Technology Limited, registered in England and Wales under company number 12881631.

Working Day means Monday to Friday 9am-5pm (excluding English bank holidays).

You, Your, Customer means our customer placing an order for the device in the platform.

Zelt Service means the device lifecycle management services carried out by Zelt, which includes the procurement, logistics, replacement, return, deletion and reuse of laptops.

1. Preamble

1.1 Zelt and You work together in the field of end-to-end laptop lifecycle management. They are guided by three basic principles: (1) the principle of employee satisfaction (2) the principle of cost security and (3) the principle of operational relief.

1.1.1 The principle of employee satisfaction means that the Customer's employees always have a high performing and functioning laptop of their choice at their disposal;

1.1.2 The principle of cost security means that You have cost certainty in Your day-to-day business. Once a Device(s) has been rented, its Rental Price is fixed for the remainder of the Rental Period. The pricing for new Device rentals is always available in the Zelt platform. You can plan the rental charges according to the number of employees on a monthly basis;

1.1.3 The principle of organisational relief describes the endeavor that all activities which arise from supplying employees with Devices are carried out by Us;

2. Subject Matter & Term of the Framework Agreement

2.1 The subject matter of this Framework Agreement is the complete lifecycle management of rented laptops ("Devices") to the Customer. In addition to the rental of Devices, the lifecycle management includes the procurement, logistics, replacement, return, deletion and reuse of laptops ("Zelt Services"). Zelt's Services are handled via the Zelt platform, to which both Zelt and the Customer and, if applicable, his employees have access.

2.2 Under this framework agreement, rental agreements are concluded with the Customer for individual Devices ("Device Agreement"). Zelt has no obligation to accept an order and the individual Device Agreement will only commence if Zelt accept the order.

2.3 Furthermore, Zelt will arrange the use of unified endpoint management (UEM) in its basic setup. By use of UEM, every Device will be connected to the Zelt platform, such that the Customer can perform certain actions remotely, such as:

2.3.1 Monitor Device status and location;

2.3.2 Install applications and updates;

2.3.3 Lock or erase the Device if needed, for example in the case of loss or theft

2.3.4 Enforce security settings such as password usage, password rotation or encryption;

2.3.5 Configure the device for another employee;

2.4 The Framework Agreement is concluded for an indefinite period of time and can be terminated or updated by Zelt with a notice period of four weeks.

2.4.1 In the event of termination, however, the Framework Agreement does not end until all obligations of the parties arising from the concluded Device Agreements have been fulfilled. The termination of the Framework Agreement does not terminate the individual Device Agreements.

2.4.2 In the event that the framework agreement is updated, any changes will be applied retrospectively to all existing Device Agreements. You will have the notice period of four weeks to decide if You wish to opt out of any updated Framework Agreement. If You choose to opt out of the updated agreement, Zelt reserves the right to terminate existing device agreements. If You do not opt out within four weeks the updated Framework agreement will apply to all existing and future device agreements by default.

3. Rental Period

3.1 The Rental Period begins on the Effective Delivery Date and lasts for the amount of months specified in the order (Minimum Period).

3.2 If after the Minimum Period is over and the Device Agreement is not terminated in accordance with section 10 then the Device Agreement shall continue on a rolling basis at the same fixed price per month.

4. Rental Charges And Other Charges

4.1 The Rental Charge is payable to Us monthly for the use of any Device(s).

4.2 The Rental Charge will be collected from You typically on the 1st of each month. However, we reserve the right to charge on any day during the month. You will receive an invoice and payment will be collected by our preferred payment method, which will be communicated to you prior to first payment being made. If through direct debit, the direct debit mandate required for this purpose is contained in "Annex B: Business Direct Debit Mandate".

4.3 We may ask You for credit or debit card details in order to make payment. In this event, You authorise us to charge Your card with any amount due under the terms of the Device Agreement.

4.4 We reserve the right to alter our preferred payment method at any time during the Device Agreement and will communicate this to you if such a change occurs.

4.5 All of the Rental Charges incurred as a result of the Device Agreement are exclusive of VAT (where applicable).

4.6 The Rental Charge remains payable in the event of the Device(s) being temporarily unavailable i.e due to repairs.

4.7 If You fail to maintain Your payments as set out in the Device Agreement We reserve the right to terminate the Device Agreement in line with section 10.

4.8 You agree to pay Us any reasonable costs incurred by Us as a result of You breaching the Device Agreement.

5. Order and Delivery

5.1 Orders should be placed through the Zelt platform.

5.2 If Your employees are responsible for ordering Device(s) then You are responsible for ensuring that Your employee has the appropriate power of attorney to do so.

5.3 We will provide a breakdown of the Rental Price prior to ordering, which may include premiums for any orders placed outside of Mainland UK.

5.4 We reserve the right to decline any order request as laid out in section 2.

5.5 We will deliver the Device(s) to the address requested by You in the order.

5.6 Delivery of the Device(s) will be made by a third party of our choosing.

5.7 For rental Device(s), Zelt will arrange to deliver the device to the Assigned User at Our cost. Collection is billed to You.

5.8 We will endeavor to ensure that delivery is made by the Requested Delivery Date. If the delivery is delayed past the Requested Delivery Date we will contact You as soon as possible to inform You of the Updated Delivery Date. We will not be liable for any costs or delays incurred by any delivery delays, however, we will strive to resolve this for You as soon as possible.

5.9 You must make sure that You, the Assigned User or somebody else is available at the delivery address on the Requested Delivery Date or the Updated Delivery Date. Failure to do so may result in delays and We may require You to assist with the rescheduling of the delivery.

5.10 If delivery needs to be rescheduled more than twice we reserve the right to charge You for any additional delivery charges incurred by Us.

5.11 All logistics services provided through Zelt, unless otherwise stated in this Agreement, will be billed to You with a reasonable markup, at the end of the month.

6. Device Hire & Risk

6.1 The Device(s) delivered to the Customer are and remain the property of Zelt.

6.2 In the rental model, You order the desired Device(s) for Your employees (AssignedUser) from Zelt at a monthly fixed price, in accordance with the Device Agreement. The price will be determined by the length of the Minimum Period chosen by You whilst ordering. Prices may vary by country, which will be communicated to You within the Zelt Platform. The contractual partner of Zelt is exclusively You and not Your employees (Assigned User). Any billing settlement of additional payments by the employees shall take place exclusively via the Your relationship with Your employee.

6.3 The right for You to purchase the Device(s) from Us at the end of the Rental Period is at Our sole discretion. Any sale price will be determined by Us.

6.4 The risk of theft, loss & damage passes to You as soon as the Device(s) has been delivered and remains so until the Device(s) has been collected by Our third party courier at Termination of the contract.

6.5 You are responsible for the Device(s) as soon as it is delivered to You (Effective Delivery Date). More details of Your responsibilities are referenced in section 7.

7. Your responsibilities (general care and maintenance)

7.1 You must not sell, hire out, trade in or otherwise dispose of the Device(s) or to allow it to become subject to anybody else's rights. If so, You may be liable for additional charges.

7.2 You must ensure that the Device(s) is kept in good condition and only used in conjunction with the manufacturer's instructions.

7.3 You must ensure that the Device(s) is not used for any unlawful purposes.

7.4 You must not modify the Device(s) or alter its systems (aside from general software updates).

7.5 You must promptly inform us via email (support@zelt.app) or via our on site support function of any damage, required repairs or theft of the Device(s).

7.6 You must use the device with its original parts provided by Zelt, ie charging cables and power adapter. You are liable for any damages as a result of using unoriginal chargers and adapters.

8. Repair and replacement

8.1 If the Device(s) has been used in accordance with the Device Agreement and the manufacturer's instructions we will repair the Device(s) if a fault covered by warranty occurs and we believe that there's reasonable cause to do so.

8.2 You must promptly inform us via email (support@zelt.app).

8.3 Unless permission has been granted in writing by Us, You must not repair the Device(s) yourself.

8.4 We will arrange the collection of the Device(s) and this will follow the terms set out in section 11 of the Device Agreement.

8.5 You will still be liable to pay the Rental Charge for the Device(s) whilst it is being repaired.

8.6 Once the Device(s) has been repaired We will arrange for the device to be returned to You.

8.7 If a fault has occurred, which once assessed is not due to manufacturing fault You will be charged a repair charge. In the event that the Device(s) can't be repaired, you will be charged the Residual Value as laid out in Annex 1. Upon receipt of payment for the Residual Value and any other charges owed, the Device Agreement will terminate (see section 10). If you have been issued with any replacement device this will be required to be returned in line with section 11.

9. Theft, loss and accidental damage

9.1 You are responsible for loss, theft or accidental damage to the Device(s) as soon as the Device(s) is delivered to you (Effective Delivery Date) and up until the Device(s) has been collected by Zelt's third party courier (see section 11).

9.2 Accidental damage may cover but is not limited to things such as:

9.2.1 Any cracked screen on the Device(s);

9.2.3 Any significant dents or scratches, other than small scratches;

9.2.4 Rust;

9.2.5 Any damage that means that the Device(s) will not turn on or function correctly;

9.2.6 Water damage;

9.2.7 Damage due to being exposed to extreme temperatures;

9.2.8 Damage due to exposure to sand or dust;

9.2.9 Damage due to using faulty third party equipment with the Device(s);

9.3 If such damages occur, You will be liable for any repair charges incurred by Us as a result. We will inform you of these charges before passing them onto You.

9.4 We will arrange the collection of the Device(s) as set out in Section 11 however;

9.5 You will still be liable to pay the Rental Charge for the Device(s) whilst it is being repaired.

9.6 Once the Device(s) has been repaired We will arrange for the device to be returned to You.

9.7 If a Device(s) cannot be returned to Zelt due to loss, theft or accidental damage or if after inspection is not able to be repaired You will owe Us the Residual Value of the Device(s). This is shared in Annex A below and based on how old the Device(s) is at this point. Upon receipt of payment for the Residual Value and any other charges owed, the Device Agreement will terminate (see section 10). If you have been issued with any replacement device this will be required to be returned in line with section 11.

10. Termination of the Device Agreement

10.1 After the Minimum Period has finished, either party may terminate the Device Agreement giving the other at least 1 months notice to the end of the calendar of month. Until the Minimum Period has finished the Device Agreement can not be terminated in this way.

10.2 Any termination by You to the Device Agreement prior to the Minimum Period finishing will result in a Cancellation Fee of 65% of the remaining agreement value payable to Us.

10.3 Any termination request should be made online through the Zelt website. The termination only becomes effective upon receipt of confirmation from Us.

10.4 For the Device Agreement to be duly terminated, We must have confirmed collection of the Device(s) or in the event of loss, theft or irreparable damage, payment confirmation of the Residual Value and any other relevant charges.

10.5 Zelt reserves the right to terminate the Device Agreement at any point due to extraordinary circumstances. These may include but are not limited to:

10.5.1 The recall of the Device(s) from the manufacturer;

10.5.2 If You are in Default on two consecutive Rental Charge Invoices;

10.5.3 If We suspect that You have intentionally caused damage or lost the Device(s) or if there is an unusually high number of damages on Device(s);

10.6 If either party terminates the Device Agreement You must pay Us any arrears of Rental Charges and any other charges costs due and unpaid at the date of termination.

11. Returning the Device(s)

11.1 Upon termination of the Device Agreement or for a collection of the Device(s) required during the Device Agreement, You shall arrange for the return of the Device(s) from You or Your Authorised User to Zelt Warehouse. Depending on location of the Device(s), the return address will be confirmed by Zelt.

11.2 You must ensure that the Device(s) are returned in the original packaging and with all accessories including charging unit and cables. You will be liable £80 for any device returned without the original charger provided and £30 for any device returned without the original packaging provided.

11.3 You are also responsible for any damage incurred due to the Device(s) not being returned in the packaging provided at delivery.

11.4 If We are not able to successfully have the Device(s) returned to us within 30 days of the termination request, we may class the Device(s) as being lost or stolen and charge You the Residual Value of the Device(s) at that point in time.

11.5 Any termination request should be made online through the Zelt website.

11.6 Until We receive the Device(s) at the expected location the Device Agreement will not be terminated. As a result, you will still be responsible to pay any Rental Charges up until this point.

11.7 You are responsible for ensuring that the Device(s) is ready for return. We accept no liability for any loss of data which isn't removed prior to return. We without notice and liability may destroy any data this is on the Device(s) at the point of return.

11.8 We will provide You a Device Receipt document for each returned Device.

12. Cloud Warehousing and Transfers

12.1 We may provide Cloud Warehousing and Transfers if and only if you have subscribed to our Tech Pro module. This allows You to store the Device(s) with Us for any specified period of time during the Device Agreement. It also allows You to request a Transfer of the device from an existing Assigned User to a new Assigned User.

12.2 This service is currently only available in the UK. If this changes then any Cloud Warehousing solution for outside the UK will be governed under the terms set out here. For any solutions outside of the UK we reserve the right to add an additional charge on top of the requirement that You have subscribed to our Tech Pro module.

12.3 If eligible for the Cloud Warehousing service we will arrange for the return of the Device(s) to Us.

12.4 You are still responsible for paying all Rental Charges that are due on the Device(s) whilst using our Cloud Warehousing.

12.5 You are responsible for ensuring that any Data is removed or backed up prior to using our Cloud Warehousing. We will not be liable for any lost or damaged data whilst the Device(s) are in our Cloud Warehousing.

12.6 When You require the Device(s) to be delivered to You or your Authorised User again You must request this through the Zelt platform.

12.7 You are responsible for all logistics costs associated with Cloud Warehousing. Including but not limited to sending the device to the Cloud Warehouse; reassigning the device from Cloud Warehouse to an Assigned User; reassigning the device from one Assigner user to another; returning the device to Cloud Warehouse.

12.8 For rental Device(s), Zelt will arrange to deliver the device to the Assigned User at our cost. Any following logistics charges throughout the Device Agreement will be billed to You.

13. Service Provision and Agreement Transfer

13.1 We may refinance rental Device(s) using an asset-based lending model, which is customary in the market. Refinancing companies were established with selected banks and financial service providers for this purpose. A refinancing company acts exclusively as the owner of the 'assets', i.e. Device(s). In order to react flexibly to customer enquiries with different volumes, Zelt or a subsidiary of Zelt may enter into the contractual relationship as an 'asset donor', depending on the size of the customer and the requirements. The agreed service levels and service provision remain unaffected by this.

13.2 We may also refinance the contractual revenue and the right to invoice to a third party, in this instance, the terms under this agreement will remain unchanged, however, the third party will take over ownership of the contract and all monthly payments will be paid to the third party.

13.3 We reserve the right, via a third party, if required to conduct an affordability check on the Customer, prior to any new Device Agreement. If the Customer does not pass our affordability check then the new Device Agreement will be refused, which will be communicated to the Customer by Zelt. No new Device Agreements may be taken out until the affordability check has been passed. We may ask to see business bank statements or other supporting documents as part of the affordability check, which the Customer may choose to share with us and any relevant third party at their discretion.

13.4 The performance under this Agreement may not be performed by affiliated companies. We will ensure that the obligations arising from this Framework Agreement are also known to the affiliated companies and that they recognise the obligations as binding.

13.5 You already agree to the assumption of all rights and obligations arising from the Framework Agreement, the Device(s) agreements and other obligations of the contracting parties arising from this Framework Agreement by an affiliated company. The effective date of the takeover of the Agreement shall be the date of receipt of the notice to the customer regarding the Agreement of the takeover of the Agreement between Zelt and the acquiring affiliated company

Annex A: Determination Of Residual Values

Age in months	Residual Value %
1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	80%
8	75%
9	70%
10	65%
11	60%
12	59%
13	58%
14	57%
15	55%
16	54%
17	53%
18	52%
19	51%
20	50%
21	50%
22	49%
23	48%
24	48%
25	47%
26	46%
27	45%
28	45%
29	44%
30	43%
31	42%
32	40%
33	39%
34	37%
35	36%
36	34%
37	33%
38	31%
39	30%
40	28%
41	27%
42	26%
43	25%
43	24%
45	23%
46	22%
47	21%
48	20%
49	15%
50	10%
51	5%
52	3%
53+	0%

Prior versions

<https://zelt.app/wp-content/uploads/DAAS-Terms-2021-01.pdf>

<https://zelt.app/wp-content/uploads/DAAS-Terms-2024-03.pdf>